

COLLABORATION AGREEMENT REGARDING THE PROVIDENCE PUBLIC SCHOOL DISTRICT

THIS COLLABORATION AGREEMENT (the "Agreement"), effective as of November 1, 2019, (the "Effective Date") by and among the Rhode Island Department of Elementary and Secondary Education ("RIDE"), by and through the Commissioner of Elementary and Secondary Education ("Commissioner") and the City of Providence (the "City"), by and through its Mayor (the "Mayor"). RIDE and the City are referred to collectively herein as (the "Parties").

RECITALS

WHEREAS, RIDE and the Council on Elementary and Secondary Education (the "Council"), in accordance with applicable provisions of the Rhode Island General Laws, oversee the delivery of elementary and secondary public education in the State of Rhode Island;

WHEREAS, the City and the Providence School Board (the "School Board") are responsible for providing elementary and secondary public education to students within the Providence Public School District ("PPSD");

WHEREAS, on April 23, 2019, Rhode Island's Governor and the Mayor jointly called for a review of PPCSD, and engaged the Johns Hopkins Institute for Education Policy at the suggestion of the Commissioner;

WHEREAS, the report of the Johns Hopkins Institute for Education Policy underscored the need for more state intervention in the PPCSD;

WHEREAS, RIDE and the City hosted nine public forums across the City to hear directly from students, families and educators;

WHEREAS, RIDE and the City have continued to host multiple focus groups and work sessions with community leaders, school leaders, and educators to support district efforts to student performance;

WHEREAS, the State and the City recognize and acknowledge that State intervention in the PPCSD, in collaboration with the City, is necessary to improve student performance and to address systemic problems that PPCSD currently experiences.

WHEREAS, on or about July 23, 2019, the Council, pursuant to its powers under R.I. Gen. Laws § 16-60-6, delegated to the Commissioner the Council's power and authority to take actions consistent with, and in furtherance of, RIDE's intervention in and support of PPCSD, which would

include, but not be limited to, assuming control of PPSD's budget, program and personnel, the reconstitution of the Providence Public Schools and any other power (at law and in equity) available to the Council as may be authorized by law and as may be determined to be necessary and appropriate by the Commissioner.

WHEREAS, on August 8, 2019, the Commissioner, pursuant to her duties as Commissioner of Education as set forth in R.I. Gen. Laws §§ 16-5-5 and 16-60-6 and pursuant to those powers delegated to her by the Council on July 23, 2019, including the powers of the Council under The Paul W. Crowley Rhode Island Student Investment Initiative, R.I. Gen. Laws § 16-7.1-5 (the "Crowley Act"), issued a Proposal for Decision and Order Establishing Control Over PPSD and Reconstituting Providence Public Schools (the "Proposal for Decision and Order");

WHEREAS, the Proposal for Decision and Order, *inter alia*, set forth the Commissioner's intention to assume control and decision-making authority over PPSD's budget, program and personnel, and schools within PPSD;

WHEREAS, on August 8, 2019, the Commissioner issued an Order to Show Cause to the Mayor, the School Board, the Superintendent (Acting, Interim or Permanent) and the Providence City Council (the "City Council") (collectively, the "Show Cause Parties") why the Proposal for Decision and Order should not be entered as a final decision and order;

WHEREAS, in response to the Order to Show Cause, the Show Cause Parties submitted separate Notices of Non-Opposition which expressed an interest in working collaboratively with the Commissioner and/or the State Turnaround Superintendent to achieve the goals of the Turnaround Plan, and agreed to the Proposed Order with the expectation of entering into a formal Collaboration Agreement with the Commissioner that will detail the respective roles and functions of the City and the State under the Order, and with the expectation that a broad variety of stakeholders, including the Mayor, the School Board, school leaders, educators, students, parents, families, city leaders and community leaders, will provide substantive input into the development and implementation of the Turnaround Plan;

WHEREAS, prior to October 15, 2019, certain provisions of the Providence City Charter and certain Providence City Ordinances applied to aspects of PPSD's budget, program and personnel;

WHEREAS, notwithstanding the provisions of the City Charter, the City Ordinances and any other sources of law, the Crowley Act authorizes RIDE to exercise control over PPSD's budget, program and personnel, and RIDE may in its discretion, do so in collaboration with the City, and it is Commissioner's intention to do so, as well as with various community stakeholders;

WHEREAS, on or about October 15, 2019, a Final Decision Establishing Control over PPSD and Reconstituting Providence Public Schools was issued and a Final Order of Control and Reconstitution (the "Order") was entered;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties covenant and agree to the following terms during the period of RIDE's assumption of control over PPSD's budget, program and personnel:

TERMS

I. Operation of PPSD under the Crowley Act.

A. RIDE's Intervention in PPSD

As set forth in the October 15, 2019 Order and consistent with the Crowley Act, RIDE has assumed full managerial and operational control and responsibility over PPSD's budget, program and personnel. RIDE, through the Commissioner and the City, through its Mayor hereby agree to collaborate in RIDE's exercise of control over PPSD's budget, program and personnel, and its schools.

B. The Turnaround Plan Development

As set forth in the Order, the State Turnaround Superintendent and/or other designee(s) shall be responsible for developing and implementing the Turnaround Plan for PPSD with the Commissioner. The State Turnaround Superintendent and/or other designee(s) shall consult with the City's appropriate bodies to develop a Turnaround Plan. To that end, before, during, and after the development of such a Turnaround Plan, the State Turnaround Superintendent and/or other designee(s) shall engage, be accessible, and be responsive to students, parents, families, educators and the public broadly. This engagement may include, but not be limited to, public forums and current existing structures such as parent organizations and community advisory boards, as well as any new undefined structures at the discretion of the State Turnaround Superintendent and/or other designee(s) and the Commissioner.

As further set forth in the Order, the process of developing a Turnaround Plan shall also include an opportunity for public engagement for the purpose of soliciting recommendations for the content and ultimate goals of the Turnaround Plan from a broad variety of stakeholders, including, but not limited to, the City Council, the Mayor, the School Board, school leaders, educators, students, parents, families, and community members. Approval of the Turnaround Plan shall occur after this opportunity for public engagement.

As requested by the Mayor and the community, and as subsequently set forth in the final Order, the Turnaround Plan shall take into account the issues that youth and families identify, and

will include, among other things, the following: (i) provisions, policies, and practices to ensure transparency in the implementation of the Turnaround Plan, (ii) respect, recognition, and value for the diverse communities served by PPSD, (iii) provisions to afford students and parents sufficient opportunity to measure the progress of the Turnaround Plan; and (iv) provisions to afford relevant stakeholders, including students and parents, sufficient mechanisms to express their opinion on material decisions.

C. Reporting Requirements

RIDE, the Commissioner, and the Turnaround Superintendent are ultimately responsible for meeting the goals, objectives, timelines and other metrics in the Turnaround Plan, and they shall provide periodic comprehensive reports to the City and PPSD regarding the implementation of the Turnaround Plan, the operation and management of PPSD, and outcomes achieved.

The Commissioner shall provide an annual report to the Mayor, the School Board, the City Council and the public on the implementation of the Turnaround Plan and its progress.

The Commissioner shall establish working groups that ensure the close coordination of school decisions with impacted public works, public property and planning functions within the City.

D. Commitment to an Effective Governance Transition

All Parties agree to cooperatively support the transition of authority of PPSD's budget, program and personnel from the City to RIDE and to support the appropriate transition of services without interruption to students and families.

II. Facilities

The City shall maintain ownership of PPSD buildings, their associated facilities funds and facilities plan. Without waiving any rights of the Parties under the Crowley Act or the Order, the City's construction program management shall continue to be the sole responsibility of the Providence Department of Public Property through the City's five-year School Capital Plan ("SCP"), as approved by RIDE, until the Commissioner determines otherwise, after having first provided notice in writing to the City and an opportunity for the City to respond to the Commissioner's concerns.

RIDE and the City shall work collaboratively to provide reasonable timelines for the implementation of the City's SCP, and if possible, allow the City to accelerate receipt of RIDE approved facility related improvement funds.

In the event that implementation of the Turnaround Plan requires modifications to the City's SCP as currently approved by RIDE, the Commissioner or her designee shall provide proper notice to and seek the advice of the City, and the State Turnaround Superintendent shall be

responsible for obtaining any necessary approvals from RIDE. RIDE shall not make changes to SCP projects already bonded for by the City and shall make modifications in accordance with capital planning and debt service schedules as established by the City. However, the City shall consult and cooperate with the Commissioner or her designee(s) before seeking any additional bonds for SCP projects.

The Mayor and the Turnaround Superintendent shall consult with each other on all decisions relating to the delay, cancellation or early dismissal of PPSD schools due to inclement weather or any other emergency.

The City's Department of Public Property and/or the School Board, as applicable, will continue to be the responsible department for the execution of PPSD facilities preventive maintenance program, until the Commissioner determines otherwise, after having first provided notice in writing to the City and an opportunity for the City to respond to the Commissioner's concerns.

The City shall demonstrate the applicable maintenance expenditure required by R.I. Gen. Laws §16-7-23(b)(1) for each fiscal year throughout the entire period of RIDE's intervention.

III. Finances and Controls

The City recognizes and agrees that in the exercise of her powers over the school and/or district budget under the Crowley Act, the Commissioner and/or the State Turnaround Superintendent shall have the sole responsibility over budget development and allocation decisions.

Without waiving any rights of the Parties under the Crowley Act or the Order, the Parties agree that administration of the following shall remain a responsibility of the City, and shall continue to remain a responsibility of the City until the Commissioner determines otherwise, after having first provided notice in writing to the City and an opportunity for the City to respond to the Commissioner's concerns:

- a) The issuance, filing and maintenance of all 1099, 941, and W2/W3 tax forms and the issuance, filing and maintenance of all other necessary tax forms and return documents. All employee benefits (including health, dental, pension (non-certified), and life insurance benefits).
- b) All payroll functions for all School Department employees.
- c) All School Department banking responsibilities (e.g. bank reconciliations, management of signatories on School Department accounts, administration of cash balances between funds and accounts, recording necessary entries and administration of ACH payments for payroll deductions).

During the period of RIDE's intervention, the Commissioner and/or the State Turnaround Superintendent shall be responsible for managing the PPSD budget so as not to spend more than the budgeted amount. The City shall not be legally responsible for any year-end deficits in the PPSD budget.

Pursuant to the Crowley Act, during the period of RIDE's intervention, the School Board shall be responsible for funding PPSD at the same level as in the prior academic year increased by the same percentage as the state total of school aid is increased. During the period of RIDE's intervention any funds that PPSD receives by way of fundraising or other philanthropy shall not count in calculating the previous year's funding level.

IV. Legal Services

Without waiving any rights of the Parties under the Crowley Act or the Order, the Parties agree that legal services will continue to be provided to PPSD and funded in the same manner as they were provided to PPSD and funded prior to November 1, 2019. The attorneys performing these legal services, while remaining employees of the City Law Department until the Commissioner determines otherwise and provides notice in writing to the Parties, will be on special assignment representing the Commissioner and RIDE with respect to all their powers and authorities under the Crowley Act as it pertains to the PPSD and its schools, and thus these attorneys will owe the Commissioner and her agents a duty of confidentiality and all other ethical duties stemming from the attorney-client relationship.

V. Contracts

During the period of RIDE's intervention, RIDE shall exercise control over the negotiation and enforcement of all contracts relating to the budget, program, and/or personnel of PPSD and its schools. The Commissioner and Turnaround Superintendent shall seek the advice of the Mayor with respect to all material changes to union contracts.

All contracts negotiated by RIDE during the period of RIDE's intervention shall include an assignment clause permitting RIDE to assign the contract to the City and those contracts shall be deemed assigned to the City by RIDE after control of PPSD is returned to the City unless such assignment is expressly rejected by the City within 30 days after control of PPSD is returned to the City.

VI. Equitable Indemnification

This Agreement is without prejudice to either Party seeking equitable indemnification against each other.

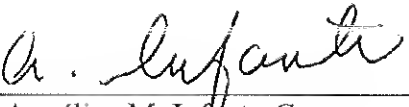
VII. Additional Terms

- A. Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- B. Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- C. Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.
- D. Amendments.** The Agreement may be amended from time to time hereinafter only in writing and executed by the Parties.
- E. Review.** The Parties agree to an annual review process of the Agreement to identify issues that need to be addressed and determine whether amendments need to be made to the Agreement.


[Signatures Appear on Next Page.]

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed the Agreement as of the Effective Date.

RHODE ISLAND DEPARTMENT OF EDUCATION

By: 
Angélica M. Infante-Green
Commissioner

CITY OF PROVIDENCE

By: 
Honorable Jorge O. Elorza,
Mayor